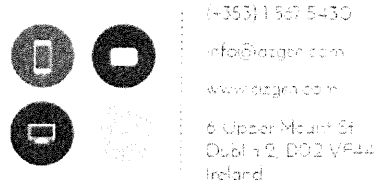


EXHIBIT A



Mr Tony Lustig
1684 Hydrangea Lane
San Jose, California 95124
U.S.A.

Date: December 29th, 2017

Re: Revised Contract

Dear Tony

I write on behalf of the Board further to our letter of 1 August setting out the terms and conditions of your initial engagement which you duly accepted.

Shareholding Issues

By way of update, I am pleased to confirm that on 6 October, 2017 the Board approved a number of share allotments and transfers to bring our issued share capital into line with various understandings. Amongst the various resolutions passed was one approving the allotment to you of 4,000,000 ordinary shares of €0.001 each in the capital of AzGen Scientific Holdings PLC for a relatively nominal consideration of €4,000 of which an initial subscription payment of €1,000 should be made now and with your authority, we will deduct that from the next payment owing to you.

You will note that the number of shares exceeds the 2,500,000 referred to in the 1 August letter and this is to ensure that notwithstanding other share allotments, you will still have 10% of the issued share capital (subject to any future share allotments which may have the effect of diluting all shareholders *pro rata*).

Furthermore, rather than allot the shares in tranches that will vest ownership in you over a three year period, the entire allotment has been approved in a single tranche.

However, please note that the following terms and conditions attach to this share allotment:

- 1 **Definition of "Value Shares"**. If your relationship with the company or any of its subsidiaries or affiliates (collectively, the "**Group**") ends or you are no longer acting in any capacity in relation to the Group's affairs whether as a consultant, employee, director or otherwise, the company will need to ensure that your shares come back to the company's control. Depending on when or in what circumstances this may come to pass, different price considerations will apply. It is important to secure your services for at least three years and to ensure that you are fully incentivised during that time and beyond.

The starting point for the first 36 months will be:

- months worked/36 x no. of shares equals no. of “value shares”.

The impact of this formula is that if you leave without having completed 36 months’ service from August 1, 2017, you will only receive “Market Value” for that proportion of your shares and just the subscription price for the remainder. Once you have served more than 36 months, you will receive full market value subject to the following factors that will also be taken into account;

- 2 Value Share “Market Value”. In circumstances where you are entitled to receive full “Market Value” for any or all of your shares, this will be determined by a panel of three independent experts; one appointed by the Board; one appointed by you; and the third appointment by agreement of the other two experts. In case the shares of the company were to trade in a Public Stock Exchange the average closing price per share of the last 30 trading days, prior to the date of the transaction, would be the reference price to determine the “Market Value”;
- 3 Death, Incapacity or Departure Own Volition. In the event of your death, permanent incapacity or departure of your own volition, you (or your personal representatives) shall also be obliged to retransfer, if and when requested by the Board, to the company (or such person or persons as the Board may direct), all of the “Value Shares” as you may at such time hold (as calculated in paragraph 1) for a price equal to their then “Market Value” (as described in paragraph 2), while the balance of the shares shall be retransferred at the subscription price;
- 4 Improper Behaviour Termination. In circumstances where your departure occurs at any time in circumstances where the Group is lawfully entitled to terminate its relationship with you by reason of any fraud, dishonesty, gross negligence, wilful misconduct, bad faith or failure to disclose a conflict of interest or if you become bankrupt, you shall be obliged, when requested by the Board, to retransfer to the company (or such person or persons as the Board may direct), all of the shares as you may at such time hold for a price equal to the subscription price;
- 5 Termination by the Board. In the event you leave the Group or are no longer acting in any capacity in relation to the Group’s affairs whether as a consultant, employee, director or otherwise, in circumstances where your departure being of the Board’s volition (other for any of the reasons set out in paragraph 4 and 6) you shall be obliged to retransfer, if and when requested by the Board, all or some of the “Value Shares” as you may at such time hold (as calculated in paragraph 1) for a price equal to their then “Market Value” (as described in paragraph 2)), while the balance of the shares shall be retransferred at the subscription price.
- 6 Change in Control. In the event that a majority of the shareholders wishes to accept a *bona fide* third party offer for the sale of a controlling interest in the company and other than in the context of an offering to list the company’s shares on Public Stock Exchange, you shall, if required to do so by the Board or by the proposed buyer, sell all of your shares to such buyer or such person or persons as the buyer shall direct on the same terms and per share valuation for your “Value Shares” (as calculated in paragraph 1) attached to the sale of the controlling interest, while the balance of the shares shall be sold at the subscription price. The Board may

approve, at its own discretion, that all of your shares shall be considered “Value Shares” without regard to the time you owned them and/or approve a premium of up to 100% for the price of your ‘Value Shares’ in case of a change in control situation;

- 7 Attorney-in-fact. To give full effect to each of the foregoing conditions, you hereby appoint the company secretary for the time being as your attorney-in-fact to execute and deliver the required share transfer form(s);
- 8 Sale of Own Shares. Unless the Board otherwise agrees, you may only offer your shares (whether all or any of them) for sale after the initial three year period referred to above. In the event of your wishing to do so then, you must first offer them *pro rata* to the company; if the company does not wish to purchase them or has insufficient distributable reserves to do so in compliance with Irish law, then you may offer them to the existing shareholders of the company; if none of the shareholders wish to purchase them or is willing to pay the price you are seeking, then you may sell them to any person who is not at that time a shareholder provided you first obtain the prior written consent of the Board, which consent may be withheld if the Board, acting reasonably, is of the view that it would not be in the best interests of the company to have any proposed purchaser as a shareholder. In the case the company is trading in a Public Stock Exchange you are only entitled to sell your shares to the public following all the applicable laws and rules and guidelines of the Stock Exchange and the company;
- 9 Voting Rights. Herewith you acknowledge and agree that your voting rights at shareholder meetings will be equivalent to the number of “Value Shares” versus total shares that you own. The Board at its own discretion may grant you full voting right to all your shares during the first three years.
- 10 Shareholders’ Agreement. Please note that it may be necessary to adopt a shareholders’ agreement in the context of any new investment coming into the company or other significant developments as the business grows, in which case the foregoing headlines terms will be incorporated in more detailed fashion.

Consulting Terms

As regards your consulting terms, we wish to reconfirm and note the following:

- Your role will continue to be Chief Investment Officer;
- You will be based in the San Francisco/California area;
- You will continue to report to the company CEO;
- Your daily rate is US\$1,000 per day worked (subject to submission of itemised daily activity records with your monthly invoice);
- The company will promptly reimburse for your approved travelling expenses upon submission of a proper monthly report and receipts;
- The four (4) million shares issued to you have a time dependent "Value Share" component as described in this document in substitution of the monthly vesting of shares first offered.
- You are entitled to earn an annual minimum potential bonus of US\$100,000 based on completion of defined milestones;

For the sake of clarity, the following additional terms shall apply:

Subject to your entitlement to receive any earned but unpaid sums owing to you and the preservation of any other accrued rights or obligations of the parties, the company may terminate your consulting engagement on giving you not less than one months' notice and likewise you may terminate on giving the company one months' notice; and

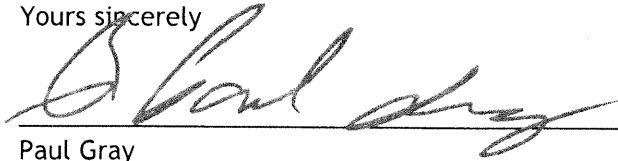
Finally, we note that you have been paid to date as an independent contracting consultant on foot of invoices submitted to the company. Once instructed to do so by the company, please address all invoices together with itemised daily activities and expense claims to our US subsidiary AzGen North America, Inc. unless or until such time as you may be required to become an employee of that or any other Group company.

The remuneration for the employment position would be US\$250,000 per annum and you would also be entitled to a company executive benefit plan (as stated in the August 1 letter), which includes a life insurance policy (determined by the board), once it becomes available.

This letter supersedes in all respects the letter of 1 August 2017.

Please sign the attached copy of this letter and return it to the company to signify your acceptance of the terms set out above.

Yours sincerely



Paul Gray

For and on behalf of
AzGen Scientific Holdings PLC

I agree to the terms of this letter pursuant to the terms outlined above.



Tony Lustig

Date:

1/27/18